

Fill in this information to identify the case:

United States Bankruptcy Court for the:

Southern District of Texas
(State)

Case number (if known): _____ Chapter 11

☐ Check if this is an amended filing

Official Form 201

Voluntary Petition for Non-Individuals Filing for Bankruptcy

06/24

If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write the debtor's name and the case number (if known). For more information, a separate document, *Instructions for Bankruptcy Forms for Non-Individuals*, is available.

1. Debtor's name Jervois Texas, LLC

2. All other names debtor used in the last 8 years
Include any assumed names, trade names, and *doing business as* names

3. Debtor's federal Employer Identification Number (EIN) 33-3029514

4. Debtor's address

Principal place of business	Mailing address, if different from principal place of business
<u>1999 Bryan Street</u>	<u>Number Street</u>
<small>Number Street</small>	<small>Number Street</small>
<u>Suite 900</u>	<u>P.O. Box</u>
<u>Dallas TX 75201-3136</u>	<u>City State ZIP Code</u>
<small>City State ZIP Code</small>	<small>City State ZIP Code</small>
Location of principal assets, if different from principal place of business	
<u>County</u>	<u>Number Street</u>
<small>County</small>	<small>Number Street</small>
	<u>City State ZIP Code</u>
	<small>City State ZIP Code</small>

5. Debtor's website (URL) https://jervoisglobal.com/

Debtor Jervois Texas, LLC Case number (if known)

Name

6. Type of debtor

- ☒ Corporation (including Limited Liability Company (LLC) and Limited Liability Partnership (LLP))
☐ Partnership (excluding LLP)
☐ Other. Specify: _____

7. Describe debtor's business*A. Check one:*

- ☐ Health Care Business (as defined in 11 U.S.C. § 101(27A))
☐ Single Asset Real Estate (as defined in 11 U.S.C. § 101(51B))
☐ Railroad (as defined in 11 U.S.C. § 101(44))
☐ Stockbroker (as defined in 11 U.S.C. § 101(53A))
☐ Commodity Broker (as defined in 11 U.S.C. § 101(6))
☐ Clearing Bank (as defined in 11 U.S.C. § 781(3))
☒ None of the above

B. Check all that apply:

- ☐ Tax-exempt entity (as described in 26 U.S.C. § 501)
☐ Investment company, including hedge fund or pooled investment vehicle (as defined in 15 U.S.C. § 80a-3)
☐ Investment advisor (as defined in 15 U.S.C. § 80b-2(a)(11))

*C. NAICS (North American Industry Classification System) 4-digit code that best describes debtor. See <http://www.uscourts.gov/four-digit-national-association-naics-codes>.*2 1 2 2**8. Under which chapter of the Bankruptcy Code is the debtor filing?***Check one:*

- ☐ Chapter 7
☐ Chapter 9
☒ Chapter 11. *Check all that apply:*
- ☐ Debtor's aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than \$3,024,725 (amount subject to adjustment on 4/01/25 and every 3 years after that).
- ☐ The debtor is a small business debtor as defined in 11 U.S.C. § 101(51D). If the debtor is a small business debtor, attach the most recent balance sheet, statement of operations, cash-flow statement, and federal income tax return or if all of these documents do not exist, follow the procedure in 11 U.S.C. § 1116(1)(B).
- ☐ The debtor is a small business debtor as defined in 11 U.S.C. § 101(51D), and it chooses to proceed under Subchapter V of Chapter 11.
- ☒ A plan is being filed with this petition.
- ☒ Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U.S.C. § 1126(b).
- ☐ The debtor is required to file periodic reports (for example, 10K and 10Q) with the Securities and Exchange Commission according to § 13 or 15(d) of the Securities Exchange Act of 1934. File the *Attachment to Voluntary Petition for Non-Individuals Filing for Bankruptcy under Chapter 11* (Official Form 201A) with this form.
- ☐ The debtor is a shell company as defined in the Securities Exchange Act of 1934 Rule 12b-2.
- ☐ Chapter 12

9. Were prior bankruptcy cases filed by or against the debtor within the last 8 years?

- ☒ No
- ☐ Yes. District _____ When _____ Case number _____
MM / DD / YYYY
- District _____ When _____ Case number _____
MM / DD / YYYY

If more than 2 cases, attach a separate list.

Debtor Jervois Texas, LLC Case number (if known) _____
 Name

10. Are any bankruptcy cases pending or being filed by a business partner or an affiliate of the debtor?

☐ No

☒ Yes.

Debtor

See Schedule 1

Relationship

Affiliate

District

Southern District of Texas

When

01/28/2025

List all cases. If more than 1, attach a separate list.

Case number, if known _____

MM / DD / YYYY

11. Why is the case filed in this district?

Check all that apply:

☒

Debtor has had its domicile, principal place of business, or principal assets in this district for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other district.

☐

A bankruptcy case concerning debtor's affiliate, general partner, or partnership is pending in this district.

12. Does the debtor own or have possession of any real property or personal property that needs immediate attention?

☒ No

☐ Yes. Answer below for each property that needs immediate attention. Attach additional sheets if needed.

Why does the property need immediate attention? (Check all that apply.)

☐

It poses or is alleged to pose a threat of imminent and identifiable hazard to public health or safety.

What is the hazard? _____

☐

It needs to be physically secured or protected from the weather.

☐

It includes perishable goods or assets that could quickly deteriorate or lose value without attention (for example, livestock, seasonal goods, meat, dairy, produce, or securities-related assets or other options).

☐

Other _____

Where is the property?

Number

Street

City

State ZIP Code

Is the property insured?

☐ No

☐

Yes. Insurance agency _____

Contact name _____

Phone _____

Statistical and administrative information

13. Debtor's estimation of available funds

Check one:

☒

Funds will be available for distribution to unsecured creditors.

☐

After any administrative expenses are paid, no funds will be available for distribution to unsecured creditors.

14. Estimated number of creditors

☐ 1-49

☐ 50-99

☐ 100-199

☐ 200-999

☒ 1,000-5,000

☐ 5,001-10,000

☐ 10,001-25,000

☐ 25,001-50,000

☐ 50,001-100,000

☐ More than 100,000

Debtor Jervois Texas, LLC Case number (if known) _____
Name

15. Estimated assets

- | | | |
|--|---|--|
| <input type="checkbox"/> \$0-\$50,000 | <input type="checkbox"/> \$1,000,001-\$10 million | <input type="checkbox"/> \$500,000,001-\$1 billion |
| <input type="checkbox"/> \$50,001-\$100,000 | <input type="checkbox"/> \$10,000,001-\$50 million | <input type="checkbox"/> \$1,000,000,001-\$10 billion |
| <input type="checkbox"/> \$100,001-\$500,000 | <input type="checkbox"/> \$50,000,001-\$100 million | <input type="checkbox"/> \$10,000,000,001-\$50 billion |
| <input type="checkbox"/> \$500,001-\$1 million | <input checked="" type="checkbox"/> \$100,000,001-\$500 million | <input type="checkbox"/> More than \$50 billion |

16. Estimated liabilities

- | | | |
|--|---|--|
| <input type="checkbox"/> \$0-\$50,000 | <input type="checkbox"/> \$1,000,001-\$10 million | <input type="checkbox"/> \$500,000,001-\$1 billion |
| <input type="checkbox"/> \$50,001-\$100,000 | <input type="checkbox"/> \$10,000,001-\$50 million | <input type="checkbox"/> \$1,000,000,001-\$10 billion |
| <input type="checkbox"/> \$100,001-\$500,000 | <input type="checkbox"/> \$50,000,001-\$100 million | <input type="checkbox"/> \$10,000,000,001-\$50 billion |
| <input type="checkbox"/> \$500,001-\$1 million | <input checked="" type="checkbox"/> \$100,000,001-\$500 million | <input type="checkbox"/> More than \$50 billion |

Request for Relief, Declaration, and Signatures

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

17. Declaration and signature of authorized representative of debtor

The debtor requests relief in accordance with the chapter of title 11, United States Code, specified in this petition.

I have been authorized to file this petition on behalf of the debtor.

I have examined the information in this petition and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on 1/28/2025

DocuSigned by:

X

Signature of authorized representative of debtor

Title Chief Executive Officer

Bryce Crocker

Printed name

18. Signature of attorney

X

DocuSigned by:

Duston McFaul

Signature of attorney for debtor

Date

1/28/2025

MM / DD / YYYY

Duston K. McFaul

Printed name

Sidley Austin LLP

Firm name

1000 Louisiana Street, Suite 5900

Number Street

Houston

City

Texas

State

77002

ZIP Code

713-495-4500

Contact phone

dmcfaul@sidley.com

Email address

24003309

Bar number

Texas

State

Schedule 1**Pending Bankruptcy Cases Filed by Debtor and Affiliates of Debtor**

On the date hereof, each of the affiliated entities listed below, including the debtor in this chapter 11 case, filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code in the United States Bankruptcy Court for the Southern District of Texas (the "**Court**"). A motion will be filed with the Court requesting that the chapter 11 cases of the entities listed below be consolidated for procedural purposes only and jointly administered, pursuant to Rule 1015(b) of the Federal Rules of Bankruptcy Procedure, under the case number assigned to the chapter 11 case of Jervois Global Limited.

Debtor		Tax ID #
1	Jervois Texas, LLC	33-3029514
2	Jervois Global Limited	N/A
3	Jervois Suomi Holding Oy	N/A
4	Jervois Finland Oy	N/A
5	Jervois Americas LLC	46-1998097
6	Jervois Japan Inc.	N/A
7	Formation Holdings US, Inc.	26-3470103
8	Jervois Mining USA Limited	88-0241323

Fill in this information to identify the case:Debtor name Jervois Texas, LLCUnited States Bankruptcy Court for the: Southern District of Texas
(State)

Case number (If known): _____

☐ Check if this is an amended filing**Official Form 204****Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 30 Largest Unsecured Claims and Are Not Insiders**

12/15

A list of creditors holding the 30 largest unsecured claims must be filed in a Chapter 11 or Chapter 9 case. Include claims which the debtor disputes. Do not include claims by any person or entity who is an *insider*, as defined in 11 U.S.C. § 101(31). Also, do not include claims by secured creditors, unless the unsecured claim resulting from inadequate collateral value places the creditor among the holders of the 30 largest unsecured claims.

	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
1	Millstreet Credit Fund LP 200 Park Avenue New York, New York 10166	Paul Hastings, Counsel Representation P: (212) 318-6445 F: erezailad@paulhastings.com	Unsecured Noteholder				\$27,412,857.14
2	[REDACTED]	[REDACTED]	Trade Debt				\$1,090,119.00
3	Umicore Finland Oy Koboltiaukio 1 Kokkola, 67101 Finland	Anu Malmi P: F: anu.malmi@eu.umicore.com	Trade Debt				\$547,229.05
4	Varma Keskinäinentyöeläkevakuu Annankatu 18 Varma, 98 Finland	Customer service P: +358 10 192 100 F:	Trade Debt				\$220,136.52
5	Ernst & Young LLP 200 Plaza Drive Secaucus, New Jersey 07094	Paden A Stephens P: +1 256 749 0999 F: paden.stephens@ey.com	Professional Services				\$80,080.00
6	SAP Australia Pty Ltd Level 13, 1 Denison Street Sydney, NSW 2060 Australia	Maria Andal P: +61 2 9935 4500 F: m.andal@sap.com	Trade Debt				\$76,833.65
7	Small Mine Development LLC 967 E Parkcenter Blvd, PMB 396 Boise, Idaho 83706	Lee Kellogg P: 208-338-8880 F: lkellogg@undergroundmining.com	Trade Debt				\$76,032.04
8	Lounea Yritysratkaisut Oy Rantakatu 14-16 Kokkola, 67100 Finland	Timo Kainu P: +358 40 077 1528 F: timo.kainu@lounea.fi	Trade Debt				\$67,522.03



Debtor Jervois Texas, LLC
Name

Case number (if known) _____

	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
9	Ernst & Young Oy Alvar Aallon Katu 5 C Helsinki, 100 Finland	P: 358 20 7280190 F: nordicbilling@ey.com	Professional Services				\$62,378.93
10	SGS North America Inc. Natural Resources 4665 Paris ST St Denver, Colorado 80239	Laura Olson P: F: Laura.Olson@sgs.com	Trade Debt				\$59,890.15
11	Suomen Unipol Oy Kaurapellontie 8 Espoo, 2610 Finland	Markku Ekholm P: 3.5850040073e+11 F: markku.ekholm@unipol.fi	Trade Debt				\$59,246.86
12	Accon Suomi Oy Vasarakuja 19 Kokkola, 67700 Finland	Petri Laasanen P: +358 400 833 611 F: petri@acconsuomi.fi	Trade Debt				\$57,773.09
13	Oy Backman-Trummer Ab PI 49, Satamatullintie 5 Kokkola, 67900 Finland	Johan Smedjebacka P: +358 40 537 2290 F: johan.smedjebacka@backman-trummer.fi	Trade Debt				\$55,602.81
14	Ernst & Young 8 Exhibition Street Melbourne, VIC 3000 Australia	Brad Pollock P: 1800 308 433 F: Accounts.Receivable@au.ey.com	Professional Services				\$51,975.00
15	Työlisyyssrahas PI 191 Helsinki, 120 Finland	Customer service P: +358 75 757 0500 F: vakuutusmaksut@tyollisyyssrahas.fi	Trade Debt				\$50,475.51
16	Tietoevry Tech Services Finland Oy Keilalahdentie 2-4 Espoo, 2150 Finland	Olli-Pekka Järviranta P: F: Olli-Pekka.jarviranta@tietoevry.com	Trade Debt				\$48,017.54
17	Intelex Technologies 70 University Ave, Suite 800 Toronto, Ontario M5J 2M4 Canada	Rashad Aljunied P: +1 877 932 3747 F: rashad.aljunied@intelex.com	Trade Debt				\$41,919.77
18	Blue Cross of Idaho PO Box 6948 Boise, Idaho 83707	P: 208-345-4550 F:	Trade Debt				\$35,170.72
19	Idaho Power Co PO Box 34966 Seattle, Washington 98124-1966	P: 208-388-2323 F:	Trade Debt				\$34,788.51

Debtor Jervois Texas, LLC
Name

Case number (if known) _____

	Name of creditor and complete mailing address, including zip code	Name, telephone number, and email address of creditor contact	Nature of the claim (for example, trade debts, bank loans, professional services, and government contracts)	Indicate if claim is contingent, unliquidated, or disputed	Amount of unsecured claim If the claim is fully unsecured, fill in only unsecured claim amount. If claim is partially secured, fill in total claim amount and deduction for value of collateral or setoff to calculate unsecured claim.		
					Total claim, if partially secured	Deduction for value of collateral or setoff	Unsecured claim
20	Freja Transport & Logistics Oy Linnankatu 90 Turku, 20100 Finland	P: +358 20 712 9830 F: info@freja.fi	Trade Debt				\$32,927.31
21	Control Systems Technology 5471 S Heyrend Idaho Falls, Idaho 83402-5385	Shauna Larson P: 208-523-2796 F: dwareing@controlsyst.com	Trade Debt				\$31,699.50
22	Tecalemit Flow Oy Tiilitie 6 Vantaa, 1720 Finland	Kim Viitala P: +358 29 006 5857 F: kim.viitala@tecaflow.fi	Trade Debt				\$31,325.48
23	Western States Equipment 3760 N Reserve St Missoula, Montana 59808	Jason Calson P: 800-852-2287 F: jason.calson@wseco.com	Trade Debt				\$30,868.17
24			Trade Debt				\$29,189.85
25	Sumitomo Warehouse Kobe Hyogo Kobe, 650-0033 Japan	Mr. Shunsuke Mogi P: +81 7 8393 3604 F: mogi.shunsuke@sumitomo-soko.co.jp	Trade Debt				\$28,522.99
26	Kemianteollisuus Ry Eteläranta 10 Helsinki, 131 Finland	P: +358 9 172 841 F: katja.teerimaki@kemianteollisuus.fi	Trade Debt				\$25,743.51
27	Energy Laboratories Inc Department 6250, PO Box 4110 Woburn, Massachusetts 01888-4110	Account Dept P: 406-869-7270 F: accounts@energylab.com	Trade Debt				\$25,381.10
28	Accountor Hr Solutions Oy Hallituskatu 16 A Tampere, 33200 Finland	P: +358 20 7425 400 F: laskutus@accountorhr.fi	Trade Debt				\$25,258.28
29	Kokkolan Energiaverkot Oy Varastotie 3 Kokkola, 67100 Finland	Tapio Järvinen P: F: tapio.jarvinen@kokkolanenergia.fi	Trade Debt				\$23,781.86
30	Professional Cleaning Svcs Ristisuonraitti 16 Pietarsaari, 68600 Finland	Maria Friberg P: +358 40 4889454 F: maria.friberg@pcs.fi	Trade Debt				\$21,442.38

Fill in this information to identify the case and this filing:

Debtor Name Jervois Texas, LLC
 United States Bankruptcy Court for the: Southern District of Texas
(State)
 Case number (if known): _____

Official Form 202

Declaration Under Penalty of Perjury for Non-Individual Debtors

12/15

An individual who is authorized to act on behalf of a non-individual debtor, such as a corporation or partnership, must sign and submit this form for the schedules of assets and liabilities, any other document that requires a declaration that is not included in the document, and any amendments of those documents. This form must state the individual's position or relationship to the debtor, the identity of the document, and the date. Bankruptcy Rules 1008 and 9011.

WARNING -- Bankruptcy fraud is a serious crime. Making a false statement, concealing property, or obtaining money or property by fraud in connection with a bankruptcy case can result in fines up to \$500,000 or imprisonment for up to 20 years, or both. 18 U.S.C. §§ 152, 1341, 1519, and 3571.

Declaration and signature

I am the president, another officer, or an authorized agent of the corporation; a member or an authorized agent of the partnership; or another individual serving as a representative of the debtor in this case.

I have examined the information in the documents checked below and I have a reasonable belief that the information is true and correct:

- ☐ *Schedule A/B: Assets—Real and Personal Property* (Official Form 206A/B)
- ☐ *Schedule D: Creditors Who Have Claims Secured by Property* (Official Form 206D)
- ☐ *Schedule E/F: Creditors Who Have Unsecured Claims* (Official Form 206E/F)
- ☐ *Schedule G: Executory Contracts and Unexpired Leases* (Official Form 206G)
- ☐ *Schedule H: Codebtors* (Official Form 206H)
- ☐ *Summary of Assets and Liabilities for Non-Individuals* (Official Form 206Sum)
- ☐ Amended Schedule _____
- ☒ *Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 30 Largest Unsecured Claims and Are Not Insiders* (Official Form 204)
- ☐ Other document that requires a declaration _____

I declare under penalty of perjury that the foregoing is true and correct.

DocuSigned by:

Executed on 01/28/2025
 MM / DD / YYYY

X

Bryce Crocker
DC754D46DD6F4E0...

Signature of individual signing on behalf of debtor

Bryce Crocker

Printed name

Chief Executive Officer

Position or relationship to debtor

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS

In re:

JERVOIS TEXAS, LLC,

Debtor.

Chapter 11

Case No. 25-____ (____)

LIST OF EQUITY SECURITY HOLDERS

Name and Address of Equity Holders	Percentage of Equity Held
Jervois Americas LLC 1309 S. Challis Street Salmon, Idaho 83467	100%

Fill in this information to identify the case and this filing:

Debtor Name Jervois Texas, LLC
 United States Bankruptcy Court for the: Southern District of Texas
(State)
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Official Form 202

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I have examined the information in the documents checked below and I have a reasonable belief that the information is true and correct:

- ☐ *Schedule A/B: Assets—Real and Personal Property* (Official Form 206A/B)
- ☐ *Schedule D: Creditors Who Have Claims Secured by Property* (Official Form 206D)
- ☐ *Schedule E/F: Creditors Who Have Unsecured Claims* (Official Form 206E/F)
- ☐ *Schedule G: Executory Contracts and Unexpired Leases* (Official Form 206G)
- ☐ *Schedule H: Codebtors* (Official Form 206H)
- ☐ *Summary of Assets and Liabilities for Non-Individuals* (Official Form 206Sum)
- ☐ Amended Schedule _____
- ☐ *Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 30 Largest Unsecured Claims and Are Not Insiders* (Official Form 204)
- ☒ Other document that requires a declaration Corporate Ownership Statement

I declare under penalty of perjury that the foregoing is true and correct.

Executed on 01/28/2025
 MM / DD / YYYY

X

DocuSigned by:

Bryce Crocker
 DC754D46DD6F4E0...

Signature of individual signing on behalf of debtor

Bryce Crocker

Printed name

Chief Executive Officer

Position or relationship to debtor

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS**

<p>In re:</p> <p>JERVOIS TEXAS, LLC,</p> <p style="text-align: center;">Debtor.</p>	<p>Chapter 11</p> <p>Case No. 25-____ (____)</p>
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CORPORATE OWNERSHIP STATEMENT

Pursuant to rules 1007(a)(1) and 7007.1 of the Federal Rules of Bankruptcy Procedure, the following are corporations, other than a government unit, that directly or indirectly own 10% or more of any class of the debtor's equity interest:

Shareholders	Approximate Percentage of Shares Held
Jervois Americas LLC	100%

Fill in this information to identify the case and this filing:

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(State)
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Declaration Under Penalty of Perjury for Non-Individual Debtors

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Declaration and signature

I am the president, another officer, or an authorized agent of the corporation; a member or an authorized agent of the partnership; or another individual serving as a representative of the debtor in this case.

I have examined the information in the documents checked below and I have a reasonable belief that the information is true and correct:

- ☐ *Schedule A/B: Assets—Real and Personal Property* (Official Form 206A/B)
- ☐ *Schedule D: Creditors Who Have Claims Secured by Property* (Official Form 206D)
- ☐ *Schedule E/F: Creditors Who Have Unsecured Claims* (Official Form 206E/F)
- ☐ *Schedule G: Executory Contracts and Unexpired Leases* (Official Form 206G)
- ☐ *Schedule H: Codebtors* (Official Form 206H)
- ☐ *Summary of Assets and Liabilities for Non-Individuals* (Official Form 206Sum)
- ☐ Amended Schedule _____
- ☐ *Chapter 11 or Chapter 9 Cases: List of Creditors Who Have the 30 Largest Unsecured Claims and Are Not Insiders* (Official Form 204)
- ☒ Other document that requires a declaration List of Equity Security Holders

I declare under penalty of perjury that the foregoing is true and correct.

Executed on 01/28/2025
 MM / DD / YYYY

X

DocuSigned by:

Bryce Crocker

DC754B40BDD0F4E0...

Signature of individual signing on behalf of debtor

Bryce Crocker

Printed name

Chief Executive Officer

Position or relationship to debtor

**WRITTEN CONSENT OF THE SOLE MEMBER OF
JERVOIS TEXAS, LLC
(the “Company”)**

January 28, 2025

The undersigned, being the sole member of the Company (the “Approving Party”), does hereby consent to, adopt and approve the following resolutions by written consent and each and every action effected thereby with the same force and effect as if they had been adopted at a duly convened meeting of the Company:

WHEREAS, the Approving Party has considered certain materials presented by, or on behalf of, the Company’s management (“Management”) and financial and legal advisors (collectively, the “Advisors”), including, but not limited to, materials regarding the liabilities, obligations, and liquidity of the Company, the strategic alternatives available to the Company, and the impact of the foregoing on the Company’s business;

WHEREAS, the Company, in consultation with the Advisors, has determined that it is in the best interest of the Company to enter into that certain *Amended and Restated Restructuring Support Agreement*, dated January 28, 2025 (as amended, supplemented, or otherwise modified from time to time, the “RSA”), which contemplates certain restructuring transactions to be effectuated pursuant to chapter 11 cases of the Company and its debtor affiliates (the “Bankruptcy Cases”) to be filed in the United States Bankruptcy Court for the Southern District of Texas (the “Bankruptcy Court”);

WHEREAS, pursuant to the RSA, the Company intends to pursue the Bankruptcy Cases in a value-maximizing and effective fashion, and to file all pleadings or documents, including a chapter 11 plan (the “Plan”) and a related disclosure statement (the “Disclosure Statement”), that may be required to effectively resolve the Bankruptcy Cases;

WHEREAS, the Approving Party has reviewed and considered one or more presentations by Management and the Advisors regarding the advantages and disadvantages of filing a voluntary petition for relief (the “Bankruptcy Petition”) pursuant to chapter 11 of title 11 of the United States Code, 11 U.S.C. § 101 et seq. (as amended, the “Bankruptcy Code”);

WHEREAS, the Approving Party has had adequate opportunity to consult with its Management and the Advisors regarding the materials presented, to obtain additional information, and to fully consider each of the strategic alternatives available to the Company;

WHEREAS, the Approving Party has determined, in the judgment of the Approving Party, that the following resolutions are advisable and in the best interests of the Company, its interest holders, its subsidiaries, its creditors, and other parties in interest; and

WHEREAS, the Approving Party has considered its fiduciary duties under applicable law in exercising its powers and discharging its duties, to act honestly and in good faith with a view to the best interests of the Company as a whole, and to exercise the care, diligence, and skill that a reasonably prudent person would exercise in comparable circumstances.

1. ENTRY INTO RESTRUCTURING SUPPORT AGREEMENT.

NOW, THEREFORE, BE IT RESOLVED, that it is in the best interest of the Company to enter into a Restructuring Support Agreement on terms and conditions substantially similar to the form attached hereto as Exhibit A (the “Restructuring Support Agreement”) and that the Company entering into a Restructuring Support Agreement would benefit the Company; and

RESOLVED FURTHER, that (i) the forms, terms and provisions of the Restructuring Support Agreement, and all the exhibits annexed thereto, (ii) the execution, delivery, and performance thereof, and (iii) the consummation of the transactions contemplated thereunder by the Company are hereby authorized, approved, and declared advisable and in the best interest of the Company, with such changes therein and additions thereto as any director or duly appointed officer of the Company, each acting individually and with full power of substitution (each, an “Authorized Person” and, together with any persons to whom such persons delegate certain responsibilities, collectively, the “Authorized Persons”) executing the same may, in such Authorized Person’s discretion, deem necessary or appropriate, it being acknowledged that the execution of the Restructuring Support Agreement and such other documents, agreements, instructions and certificates as may be required or contemplated by the Restructuring Support Agreement, as applicable, shall be conclusive evidence of the approval thereof.

2. VOLUNTARY PETITION FOR RELIEF UNDER APPLICABLE BANKRUPTCY LAW AND SEEKING NECESSARY RELIEF.

RESOLVED, that, in the judgment of the Approving Party, it is desirable and in the best interests of the Company, its interest holders, subsidiaries, creditors, and other parties in interest, that the Company shall be, and hereby is, in all respects authorized to file, or cause to be filed, the Bankruptcy Petition under the provisions of chapter 11 of the Bankruptcy Code in the Bankruptcy Court for the Company; and, in accordance with the requirements of the Company’s governing documents and applicable law, hereby consents to, authorizes, and approves, the filing of the Bankruptcy Petition; and

RESOLVED FURTHER, that each Authorized Person be, and hereby is, authorized to execute and file on behalf of the Company all petitions, schedules, lists, and other motions, papers, or documents, including the Plan and Disclosure Statement (and is authorized to finalize the documents on terms substantially similar to the forms presented to the Approving Party), and to take any and all action that such Authorized Person deems necessary or proper to obtain such relief, including, but not limited to, any action necessary or proper to maintain the ordinary course operations of the Company.

3. RETENTION OF PROFESSIONALS.

RESOLVED, that each of the Authorized Persons, acting individually and with full power of substitution, be, and hereby is, authorized, empowered and directed to employ the following professionals on behalf of the Company: (i) the law firm of Sidley Austin LLP, as general restructuring counsel; (ii) Moelis & Company, as investment banker; (iii) FTI Consulting, Inc., as restructuring advisor; (iv) Stretto, Inc., as claims, noticing, and solicitation agent; (v) Pricewaterhouse Coopers International Limited, as tax advisor; and (vi) any other legal

counsel, accountants, financial advisors, restructuring advisors, or other professionals such Authorized Person deems necessary, appropriate, or advisable; each to represent and assist the Company in carrying out its duties and responsibilities and exercising its rights under the Bankruptcy Code and any applicable law (including, but not limited to, the law firms filing any pleadings or responses) and to take any and all actions to advance the rights and obligations of the Company, including filing any motions, objections, replies, applications, or pleadings; and in connection therewith, each of the Authorized Persons be, and hereby is, authorized, empowered, and directed, in accordance with the terms and conditions hereof, to execute appropriate retention agreements, pay appropriate retainers, and to cause to be filed appropriate applications for authority to retain such services.

4. CASH COLLATERAL, DEBTOR-IN-POSSESSION FINANCING, AND ADEQUATE PROTECTION.

RESOLVED, that the Company will obtain benefits, as necessary or convenient to the conduct, promotion, maintenance, and attainment of the business of the Company, from (a) the use of collateral, including cash collateral, as that term is defined in section 363(a) of the Bankruptcy Code (the “Cash Collateral”), to the extent applicable, which is security for prepetition secured lenders and the prepetition secured agent (collectively, the “Secured Parties”), if any; (b) entry into a Supplemental Deed, by and among Jervois Suomi Holding Oy, as the borrower, certain subsidiaries and affiliates of the borrower from time to time party thereto as guarantors, the lenders from time to time party thereto, and Acquiom Agency Services Ltd, as agent and security agent (the “DIP Facility Agreement Supplement”), which amends and restates that certain Facility Agreement, dated as of October 28, 2021 (as may be amended, restated, amended and restated, supplemented or otherwise modified from time to time), which shall include: (i) a new money term loan facility (the “New Money DIP Facility” and the loans advanced under the New Money DIP Facility, the “New Money DIP Loans”) in the aggregate amount of \$25,000,000, and (ii) following the Effective Time (as defined under the DIP Facility Agreement Supplement) and upon entry of an interim order by the Bankruptcy Court authorizing the DIP Facility, a roll-up facility in the aggregate amount of \$24,000,000 (the “Roll-Up Facility,” and the loans deemed made thereunder, the “Roll-Up Loans,” and the Roll-Up Loans together with the New Money DIP Loans, the “DIP Facility”), in each case subject to the priorities and on terms and conditions set forth in the DIP Facility Agreement Supplement;

RESOLVED FURTHER, that in order to use and obtain the benefits of the DIP Facility and any Cash Collateral, and in accordance with section 363 of the Bankruptcy Code, the Company will grant and allow perfection of certain liens and other security interests in favor of and for the benefit of the Secured Parties (the “Adequate Protection Obligations”), as documented in a proposed interim order (the “DIP Order”) to be filed with the Bankruptcy Court;

RESOLVED FURTHER, that the form, terms, and provisions of the DIP Facility be, and hereby are, in all respects approved on the terms and conditions substantially similar to those set forth in the form of DIP Documents (as defined below) previously provided and/or described to the Approving Party, and the Company is hereby authorized and empowered to (a) enter into the DIP Facility, subject to approval by the Bankruptcy Court, and (b) seek entry of the DIP Order and any other such order authorizing entry into, and consummation of, the DIP Facility and the DIP Documents;

RESOLVED FURTHER, that the form, terms, and provisions of the DIP Order to which the Company is or will be subject, and the actions and transactions contemplated thereby be, and hereby are, authorized, adopted, and approved, and each of the Authorized Persons of the Company be, and hereby is, authorized, directed, and empowered, in the name of and on behalf of the Company, to take such actions and negotiate or cause to be prepared and negotiated and to execute, deliver, perform, and cause the performance of (a) the DIP Order and the DIP Facility Agreement Supplement, (b) such other agreements, certificates, instruments, notices, receipts, recordings, filings, petitions, motions, or other papers or documents to which the Company is or will be a party, including, but not limited to, any security and pledge agreement or guaranty agreement (collectively, with the DIP Order and the DIP Facility Agreement Supplement, the “DIP Documents”), and (c) any amendments or modifications to the DIP Documents (with such changes, modifications, additions, deletions, and amendments thereto as any Authorized Person in his or her sole discretion shall deem required, necessary, appropriate, desirable or advisable, the approval of which shall be conclusively established by the execution and delivery thereof);

RESOLVED FURTHER, that the Company, as debtor and debtor in possession under the Bankruptcy Code, upon filing of the Bankruptcy Petition, be, and hereby is, authorized to incur the Adequate Protection Obligations and to undertake any and all related transactions on substantially the same terms as contemplated under the DIP Documents (collectively, the “DIP Transactions”), including the guaranty of the obligations thereunder and the granting of liens on substantially all of its assets to secure such obligations;

RESOLVED FURTHER, that each of the Authorized Persons of the Company be, and hereby is, authorized, directed, and empowered in the name of, and on behalf of, the Company to file or to authorize the collateral agent under the DIP Facility (the “DIP Agent”) to file any Uniform Commercial Code (the “UCC”) financing statements, any other equivalent filings, any intellectual property filings and recordation, and any necessary assignments for security or other documents in the name of the Company that the DIP Agent deems necessary or appropriate to perfect any lien or security interest granted under the DIP Order, including any such UCC financing statement containing a generic description of collateral, such as “all assets,” “all property now or hereafter acquired,” and other similar descriptions of like import, and to execute and deliver, and to record or authorize the recording of, such mortgages and deeds of trust in respect of real property of the Company and such other filings in respect of intellectual and other property of the Company, in each case as the DIP Agent may reasonably request to perfect the security interests of the DIP Agent under the DIP Order; and

RESOLVED FURTHER, that each of the Authorized Persons of the Company be, and hereby is, authorized, directed, and empowered in the name of, and on behalf of, the Company to take all such further actions, including, without limitation, to pay or approve the payment of all fees and expenses payable in connection with the DIP Transactions and all fees and expenses incurred by or on behalf of the Company in connection with the DIP Transactions and all fees and expenses incurred by or on behalf of the Company in connection with the foregoing resolutions, in accordance with the terms of the DIP Documents, which shall in their sole judgment be necessary, proper, or advisable to perform the Company’s obligations under or in connection

with the DIP Order or any of the other DIP Documents and the transactions contemplated therein and to carry out fully the intent of the foregoing resolutions.

5. FURTHER ACTIONS AND PRIOR ACTIONS.

RESOLVED, that in addition to the specific authorizations heretofore conferred upon the Authorized Persons, the Authorized Persons, either individually or as otherwise required by the Company's governing documents and applicable law, be, and each of them hereby is, authorized to execute (under hand or under the common seal of the Company if appropriate), acknowledge, deliver, and file any and all agreements, certificates, instruments, powers of attorney, letters, forms, transfers, deeds and other documents on behalf of the Company relating to the Bankruptcy Cases;

RESOLVED FURTHER, that each of the Authorized Persons, each acting individually and with full power of substitution be, and hereby is, authorized, empowered, and directed to execute and file all petitions, schedules, motions, lists, applications, pleadings, and other papers, and to perform such further actions and execute such further documentation that such Authorized Person in their absolute discretion deems necessary, appropriate, or desirable in accordance with these resolutions;

RESOLVED FURTHER, that, in addition to the specific authorizations heretofore conferred upon the Authorized Persons, the Authorized Persons, either individually or as otherwise required by the Company's governing documents and applicable law, be, and each of them hereby is, authorized to take any and all such other and further actions, and to do all such other deeds and other things as the Company itself may lawfully do, in accordance with its governing documents and applicable law, including but not limited to, the negotiation, finalization, execution, acknowledgement, delivery, and filing of any and all agreements, certificates, instruments, powers of attorney, letters, forms, transfer, deeds, and other documents on behalf of the Company, and the payment of all expenses, including but not limited to filing fees, in each case as such Authorized Person or Authorized Persons may, in his/her/its/their absolute and unfettered discretion approve, deem or determine necessary, appropriate, advisable, or desirable in order to fully carry out the intent and accomplish the purposes of the resolutions adopted herein; such approval, deeming, or determination to be conclusively evidenced by said individual taking such action or the execution thereof;

RESOLVED FURTHER, that the Approving Party has received sufficient notice of the actions and transactions relating to the matters contemplated by the foregoing resolutions, as may be required by the governing documents of the Company, or hereby waives any right to have received such notice; and

RESOLVED FURTHER, that all acts, actions, and transactions relating to the matters contemplated by the foregoing resolutions done in the name of and on behalf of the Company, which acts would have been approved by the foregoing resolutions except that such acts were taken before the adoption of these resolutions, are hereby in all respects approved, confirmed and ratified as the true acts and deeds of the Company with the same force and effect as if each such act, transaction, agreement, or certificate had been specifically authorized in advance by resolution of the Approving Party.

* * * *

This resolution may be executed in two or more counterparts, each of which shall be deemed an original and together constitute one and the same resolution. The words “execution,” “signed,” “signature,” and words of like import herein shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law.

IN WITNESS WHEREOF, the undersigned, being the sole member of the Company, has executed this unanimous written consent in one or more counterparts, each of which shall be deemed to be one and the same instrument, as of the date first set forth above.

JERVOIS AMERICAS LLC, sole member

DocuSigned by:

Bryce Crocker

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Name: Bryce Crocker

Title: Chief Executive Officer